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JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

January 8, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Award the contract for "Elementary School Environmental Education Program" to Rogers and Associates, a California corporation, located in Los Angeles, California. This contract will be for a period of three years commencing upon Board approval and may be extended for two 1-year renewal options, not to exceed a total contract period of five years.
2. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
3. Authorize Public Works to encumber an amount not to exceed \$1,050,000 annually for the term of the contract. Funds for the contract's first year of the initial three-year term are available in the 2003-04 Solid Waste (\$800,000) and Flood Control District (\$200,000) funds, and up to \$50,000 from contributions specifically designated for this program from non-County sources.

4. Delegate authority to the Director of Public Works to execute the contract and renew it for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted, or to terminate the contract, if, in the opinion of the Director, it would be in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The work to be accomplished under this contract is the educational outreach to elementary school children in the County to achieve reductions in landfill waste and reduce pollutants in our waterways. This educational outreach is required by the Clean Water Act and the Integrated Waste Management Act of 1989. In 1997, Public Works contracted for the development of the Environmental Defenders, a program to teach children in grades K-6 the importance of the Three Rs – reduce, reuse, and recycle, as well as concepts about stormwater pollution prevention and proper disposal of household hazardous waste. Our goal is to continue to introduce these concepts to children, giving them simple steps they can take to protect and preserve the environment, and instill a sense of personal responsibility for the future of our planet. The intention is that the children will learn environmentally friendly behavior and practice it throughout their lives.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goals of Organizational Effectiveness and Children and Families' Well-Being. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide this service in a professional and timely manner, as well as to improve the quality of life in the County.

FISCAL IMPACT/FINANCING

This contract will be for an annual amount not to exceed \$1,050,000. This amount is based on Public Works' estimated workload, the contractor's unit prices to perform the work, and expected contributions specifically designated for this program from non-County sources. This contract will be for a period of three years commencing upon Board approval. With the Board's delegated authority, the Director may renew this contract for two 1-year renewal options, not to exceed a total contract period of five years. In any event, this contract may be canceled or terminated at any time by the

County without cause upon the giving of at least 30 days' written notice to the contractor.

Funds for the contract's first year of the initial three-year term are available in the 2003-04 Solid Waste (\$800,000) and Flood Control District (\$200,000) funds, and up to \$50,000 from contributions specifically designated for this program from non-County sources. Funds to finance the additional years of the initial term, as well as the two-optional years, will be made available through Public Works' annual budget process. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Director executing this contract which will be substantially reflected in Enclosure A, the contractor will execute and County Counsel will review it as to form.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code Chapter 2.201) does not apply to this recommended contract which is for services required on a part-time and intermittent basis.

ENVIRONMENTAL DOCUMENTATION

This recommended contract does not constitute a project as defined by the California Environmental Quality Act (CEQA) and therefore is not subject to the provisions of CEQA.

CONTRACTING PROCESS

On August 28, 2003, Public Works solicited proposals from 482 independent contractors and community business organizations to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On September 29, 2003, four proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements as outlined in the Request for Proposals (RFP). Having met these requirements, they were then evaluated by a committee consisting of a member from the California Integrated Waste Management Board and Public Works staff. The committee's evaluation was based on criteria described in the RFP which included proposer's experience, financial capability, references, and work plan for five key program tasks. Based on this evaluation,

Public Works is recommending that this contract be awarded to Rogers and Associates, a California corporation, located in Los Angeles, California, who was found to be the most responsive and responsible contractor to perform the required service.

Enclosure C reflects two of the proposers' minority participation. The remaining two proposers failed to provide their minority participation information. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-approved contract terms and conditions regarding current and new employee notification of the Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, no payment for services received after contract expiration or termination, and the Safely Surrendered Baby Law.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information Form in compliance with the Los Angeles County Code, Chapter 2.200 (Child Support Compliance Program).

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

The Honorable Board of Supervisors
January 8, 2004
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CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

S A M P L E C O N T R A C T

This AGREEMENT, made and entered into this ____ day of _____, 2004, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and Rogers & Associates, a California corporation, hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's Proposal filed with the County on September 29, 2003, hereby agrees to provide environmental education outreach to the County's elementary school children, as described in the attached Specifications for the "Elementary School Environmental Education Program."

SECOND: The Contract Specifications, the Contractor's Proposal, and the Standard Terms and Conditions of the Los Angeles County Service Contract, all attached hereto; Addenda to the Request for Proposals; and the insurance certifications are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory performance of the foregoing services to the satisfaction of the Director of Public Works, to pay the Contractor pursuant to the Contractor's price list/budget, as set forth in the Contractor's Proposal, an annual amount not to exceed \$1,050,000 or such greater amount as the Board may approve.

FOURTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms and Conditions, herein, the County's Specifications, Requirements, Terms and Conditions shall control and be binding.

FIFTH: The Contractor agrees in strict accordance with the Contract's Specifications and Terms and Conditions to meet the County's requirements.

SIXTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

ROGERS & ASSOCIATES, A
CALIFORNIA CORPORATION

By _____
Its President

By _____
Its Secretary

**REQUEST FOR PROPOSALS
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM**

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PART I
SPECIFICATIONS AND CONDITIONS FOR
ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM

SECTION 1

WORK REQUIRED/PROPOSAL SUBMISSION

A. Work Required

Persons who wish to contract with the County may respond to this Request for Proposals (RFP) by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Forms.

The work to be accomplished under these Specifications is educational outreach to elementary school children in the County to achieve reductions in landfill waste and reduce pollutants in our waterways. In developing environmental outreach programs, The County has focused on educating children. In 1996, Public Works contracted for the development of the Environmental Defenders, a program to teach children in grades K-6 the importance of the Three R's - reduce, reuse and recycle - as well as concepts about stormwater pollution prevention and proper disposal of household hazardous waste. Our goal is to introduce these concepts to children, give them simple steps they can take to protect and preserve the environment, and instill a sense of personal responsibility for the future of our planet. The intention is that the children will learn environmentally friendly behavior they will practice throughout their lives.

B. Proposal Format and Contents

Proposals shall be submitted in the sequence, with the content, and according to the format stated below. Failure to provide the required information or comply with these guidelines may be a basis for rejection of the Proposal. Include the following in the order stated:

1. Title page that indicates the Proposer's name, project title, and date of submission.

2. Comprehensive Table of Contents for material included in the Proposal.
3. A comprehensive description of the Proposer's capabilities, as listed below, in sufficient detail and scope to provide for a meaningful evaluation, comparison, and assessment.
 - Background and experience
 - Organization
 - Principals (include resumes if available)
 - Key staff (include resumes if available)
4. Proposed Work Plan that describes the staffing plan, schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in Part I, Section 2, Scope of Work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control.

In addition, the Proposed Work Plan must include a detailed, itemized proposal for completing the tasks and sub-tasks identified in Part I, Section 2, Scope of Work. The Proposer may offer proposals for additional or alternative tasks that further the program's goals, which should also be developed to a high level of detail.

The Proposed Work Plan must include a detailed program budget. The budget shall be organized in the same sequence as the major contract tasks and their respective subtasks in Part I, Section 2, Scope of Work.

The budget shall allocate a specific portion of the program funding of \$1,000,000 to each discrete subtask identified in the Proposed Work Plan. All of the funding should be used except for an amount up to five percent of the Program's funding amount that may be identified as set aside for contingencies or extras.

The Proposer may specify additional or alternate tasks or subtasks that further the Program goals. If so, funding should be allocated to those items as well.

5. Price List

The Proposer shall submit its detailed price list for services that will be used in performing the Contract utilizing the entire annual cost of this Program (\$1,000,000).

6. Subcontractors

The County seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, you must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- Certificate Conflict of Interest (Form PW-3);
- Proposer's/Offeror's EEO Certification (Form PW-5);
- GAIN/GROW Employment Commitment Form (Form PW-8);
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-7. Complete part II of form only);
- Principal Owner Information Form (Form PW-9. Submit directly to Child Support Services Department);
- Child Support Compliance Program Certification (Form PW-10). (Submit to Child Support Services Department and submit a copy to Public Works); and
- Employee Jury Service Program Application for Exception and Certification Form (Form PW-11).

7. Provide copies of the company's financial statements prepared by a certified public accountant for the last three full fiscal years. Statements should include the company's assets, liabilities and net worth. At a minimum, statements must include a balance sheet (statement of financial position), income statement (statement of operations), and retained earnings

statement. If audited statements are available, these should be submitted. Income tax returns and personal financial records are unacceptable. Financial records will not be held confidential unless they are properly designated as trade secrets in accordance with Part II, Section 2.0, Disclosure of Contents of Proposals.

8. Submit copies of the Proposer's licenses and certifications required to perform the work, if any.
9. Submit proof of current, valid insurance coverage that meets the RFP requirements or a statement acknowledging that the required insurance coverage will be provided prior to commencing work under the contract.
10. Additional data and material not specifically requested for evaluation, but which the Proposer feels is essential, must appear in the last section. If there is no additional data the Proposer wishes to present, this section will consist of the statement: "There is no additional data we wish to present."
11. Forms List

Complete and submit the following forms, which are included in the RFP package:

- Declaration for Proposal (Form PW-1);
- Proposal (Form PW-2);
- Conflict of Interest Certification (Form PW-3);
- Proposer's Reference List (Form PW-4);
- Equal Employment Opportunity (EEO) Certification (Form PW-5);
- List of Subcontractors (Form PW-6);
- Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Form PW-7) (Complete Part II of form only);
- GAIN/GROW Employment Commitment Form (Form PW-8);
- Principal Owner Information Form (Form PW-9) (Submit directly to Child Support Services Department);
- Child Support Compliance Program Certification (Form PW-10) (Submit to Child Support Services Department and submit a copy to Public Works); and

- Employee Jury Service Program Application for Exception and Certification Form (Form PW-11).

C. Proposal Submission

1. Proposals shall be submitted with four complete copies (one original and three copies) of the Proposal and any accompanying documents. Proposals received after the closing date and time will be rejected by Public Works as nonresponsive.
2. Submit Proposals to the County of Los Angeles Department of Public Works' Lobby Cashier, 900 South Fremont Avenue, Alhambra, California 91803, in a package which clearly identifies this RFP and the name of the Proposer. Proposals will be officially received by Public Works only when accepted and time stamped by the Lobby Cashier. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service or Federal Express, to deliver Proposals directly to the Lobby Cashier. Proposals not delivered to the Lobby Cashier may be delayed in being officially time stamped by the Lobby Cashier and may miss the Proposal submission deadline. While Proposals received at Public Works' Mail Center through the United States Postal Service will be forwarded to the Lobby Cashier as quickly as possible, the Mail Center will not time stamp proposals. Public Works will not be responsible for any delays or missed deadlines for proposals that are not delivered directly to the Lobby Cashier.

D. GAIN/GROW Program

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening (See Form PW-8). Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable

to meet this requirement shall not be considered for contract award.

E. Child Support Compliance Program

Proposers must certify in accordance with the provisions of Section 2.200.060 of the County Code that: 1) the Principal Owner Information Form (Form PW-9) and the Child Support Compliance Program Certification Form (Form PW-10) have been appropriately completed and provided to the Child Support Services Department with respect to the Proposer's Principal Owners; 2) the Proposer has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 3) the Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and continues to maintain compliance. Such certification must be submitted on Form PW-10, the Child Support Compliance Program Certification. Failure by the Proposer to provide Form PW-9, the Principal Owner Information Form, to the Child Support Services Department will be grounds for a finding by the County that the Proposal is nonresponsive.

F. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code, Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in Part II, Section 3.V, Jury Service Program. The Jury Service Program applies to both contractors and their subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes

of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and, 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this contract is less than \$500,000; and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must so indicate in the Certification Form and Application for Exception (Form PW-11) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether

the contractor falls within the definition of contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

G. Vendor Registration

Proposers must register online with the County's Web-based vendor registration system to facilitate the contract award process. Registration is accessible through the "Doing Business with Us" link on the County's Internet Home Page at www.lacounty.info.

SECTION 2

SCOPE OF WORK

A. Proposers' Conference

Prior to submission of Proposals, all Proposers are required to attend a Proposers' Conference to be held at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, on Monday, September 15, 2003, at 10 a.m., in Conference Room C. **ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this Conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning this RFPs' requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum(s) to all who attended the conference.

B. Proposal Requirements and Conditions

Proposers are requested to review Part II, Section 2, General Proposal Requirements and Conditions, as well as the County's "Policy on Doing Business with Small Business" and the County's "Vision" statement (both attached).

C. Duration of Contract

This Contract will commence upon Board approval and continue for a period of three years. At the discretion of the County, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The County, acting through the Director, will give a written notice of intent to extend the term at least 30 days prior to the end of each term. This Contract may be canceled or terminated at any time by the County without cause upon the giving of at least 30 days' written notice to the Contractor.

D. Public Works' Program Manager

Contractor's contact with Public Works regarding this Contract will be Program Manager, Emily Montanez at (626)458-3579, Monday through Thursday, 7:15 a.m. to 5:30 p.m. The Program Manager is Public Works' only

employee authorized to request work of the Contractor. From time to time, Public Works may change Program Managers. The Contractor will be notified in writing when there is a change in Program Managers.

E. Work Location

Los Angeles County.

F. Work Description

This portion of Public Works' public education efforts to achieve reductions in landfill waste and reduce pollutants in our waterways focuses on educating children through maintaining and improving the Environmental Defenders Elementary School Program.

Although the Program has been very successful, there have been several changes in regulations affecting the County and the Program must be adapted to meet them. The goals of the Program remain to educate children in the County and meet our legal mandates. Targeting the more than 750,000 K-6 grade students in the County, the Environmental Defenders program focuses not only on providing environmental information, tips, and messages, but more importantly encourages action to truly reduce, reuse, and recycle. This is done through multiple communication channels including school assemblies, community events, corporate promotions, and the media.

By providing children with information about how to reduce waste in the County, the Program enables them to help improve the local environment while assisting the County in reaching our jurisdictional goals including:

- Assembly Bill 939 mandates;
- National Pollutant Discharge Elimination System (NPDES) requirements;
- Other legislation related to environmental education (SB 373, AB 907);
- County's Chief Administrative Office performance measures (See Attachments), and
- Behavior change and personal responsibility among all County residents.

G. Responsibilities of the Contractor

To fulfill this Contract, Contractor shall contact and offer educational outreach to every public and private elementary school in the County, through in-school assemblies and/or distribution of education materials. Other alternatives for meeting Program objectives may be considered. Contractor shall reach no fewer than 175,000 students per year with the Environmental Defenders assembly. Contractor may, upon approval of Public Works, provide for an effective substitute for meeting Program objectives such as developing after-school programs or creating recycling or stormwater pollution prevention programs on campus.

The Program currently does not have a technical component to provide instruction and assistance to teachers or schools that desire to start recycling or other waste reduction or pollution prevention programs on campus or in their communities. This would be a valuable addition to the Environmental Defenders program and would be effective in encouraging actual behavior change.

The environmental education field is changing very rapidly. Current legislation, including Senate Bill 373 (Torlakson) and the proposed Assembly Bill 907 (Pavley) require changes in environmental education standards and textbooks that will make it mandatory for teachers to teach these subjects. The Environmental Defenders Program shall, at all times be consistent with these efforts and may have to be adapted during this Contract term to meet new legal requirements.

In addition, our NPDES Permit requires pre-and post-instruction assessment of the success of the Environmental Defenders in educating children. We have developed assessment tools that shall be administered, but may need to be modified or improved during the term of this Contract.

Contractor shall be responsible for creating and developing camera-ready artwork necessary for all public education and media materials, including all character related artwork. To continue to leverage the brand equity of the Program over the past years, Contractor shall use the Environmental Defenders animated characters, though image updates are allowed with Public Works approval. All materials

developed and used in this Program are subject to Public Works approval and are the property of Public Works.

In order to achieve the Program's objectives, the Contractor shall perform five specific major tasks:

- Task #1 Presentations/Materials
- Task #2 Sponsors
- Task #3 Program Assessment
- Task #4 Public Relations/Media Relations
- Task #5 Final Report

H. Task #1 Presentations/Materials

1. Contractor shall within 45 days of Contract award:
 - a. Present a detailed program and Final Work Plan to Public Works. This Final Work Plan will be developed jointly by Public Works and the Contractor to ensure it meets Program goals and objectives. Specific measurement criteria and milestones shall be a part of the Final Work Plan along with the assessment tools already developed for evaluation of the Program's progress and identifying necessary adjustments.
 - b. Create presentation teams who shall be responsible for conducting assembly presentations, administering and assessing program evaluations, providing stormwater pollution and waste reduction technical assistance to teachers and school personnel, and providing materials to all children and educators at elementary schools and youth events. Presentation teams shall be bilingual whenever possible, particularly at community events, to ensure outreach to all ethnic communities in the County.
 - c. Conduct thorough employment background screening on all staff that serve as presenters. All team members shall have a minimum of the following qualifications (any exceptions recommended by the

Contractor may be considered, but must be approved by Public Works before they serve as presenters):

- Four or two-year college degree;
- Public speaking and/or acting experience (preferably children's acting); and
- Ability to present and promote the Program using a high degree of independence and resourcefulness, with a strong knowledge of the environmental issues covered in the Program.

d. Review and update script and assembly program for presentation to elementary schools. Program shall be highly interactive, easily mobile and include a video as part of the presentation. It shall clearly address all stormwater pollution and waste reduction messages required to meet Public Works goals. Alternatives to a video may be considered, if the alternatives are deemed by Public Works as effective in relaying key concepts and keeping student's attention.

e. Provide for presentation teams to be fully equipped for all school presentations with the following: uniforms or costumes, speakers, microphones, laptop (if needed), projection screen, a sound system, promotional items, evaluation forms, leave behind packets and collateral materials for teachers.

f. Provide necessary resources such as recycling bins, stormwater pollution campus audit guides and technical support to establish campus or community environmental projects.

2. Contractor shall within 60 days of Contract award:

a. Develop a plan to enhance continued Three R's (reduce, reuse and recycle) and stormwater education in schools, including reproducing and distributing copies of a teacher resource packet. This packet should include approved curriculum or other information consistent with Program goals and requirements of environmental education.

These resources should build upon the current program and allow for room to expand.

- b. Develop a working relationship with the Regional Water Quality Control Board, the State Water Resources Control Board, the State Board of Education, the California Regional Environmental Education Consortium, the Department of Education, and the Office of Integrated Environmental Education to provide a complementary program which meets the goals of the State and the requirements of the County of Los Angeles Chief Administrative Office as well as legal mandates such as Senate Bill 373 (School Diversion and Environmental Education Law-DEEL) and future environmental education legislation.
- c. Administer and analyze student learning assessments, which are to be evaluated and reported to Public Works to ensure ongoing program value and validity of content in accordance with the NPDES permit. Update and modify assessment tool as necessary.
- d. Develop a detailed plan that provides a monthly or quarterly master schedule for presentations at schools by name, date, and time. The schedule shall be given to Public Works prior to the assemblies. An updated list shall be given to Public Works after the assemblies to keep files current. City recycling and stormwater coordinators shall also be provided with copies of the assemblies that are scheduled in their city for any given month. Public Works shall also have access to this database to obtain information as needed.
- e. Offer technical assistance on campuses for recycling, waste reduction, and stormwater pollution prevention projects. This shall be on an as-needed basis and shall include reasonable necessary resources such as recycling or composting bins if the school needs them.

3. Contractor shall as part of program implementation:
 - a. Produce promotional items to be given out to children at schools and events attended that serve to reinforce the educational message. All items shall be made of recycled content material and demonstrate an environmental concept such as the three "R"s-reduce, reuse or recycle. Items shall be stored and distributed by the Contractor. Items shall include "Environmental Defenders" with an environmental message or other appropriate graphics. Items to be created include reusable lunch bags, pencils, crayons, erasers, and other popular youth oriented items. Quantities to be determined based on number of students per school and approximate number of children attending youth events.
 - b. Begin an updated version of the assembly presentation at schools and plan community and youth events to meet Program goals.
 - c. Submit monthly reports to Public Works' Program Manager providing status on all tasks, number of schools visited, assessment analysis for schools attended during that report period, and subsequent month's action items with timeline and deliverables. Evaluation forms are to be available as needed for review by Public Works.

I. Task #2 Sponsors

Contractor shall acquire not less than five major sponsors for involvement in the Program. Sponsors can be solicited for assistance in planning promotions, underwriting Program items or other activities. Sponsor relationships are to be continually developed during the course of this Contract to expand the Program's reach. Public Works will have the ability to accept funds from these corporate sponsors and provide for a separate account to pay for services that are rendered in accordance with the funds. Funds collected from sponsors shall be separate from County funds allocated to this Contract and will not impact the contract amount paid to the Contractor.

J. Task #3 Program Assessment

1. Contractor shall conduct focus groups, surveys, or other evaluation methods to measure Program effectiveness with teachers and students. Evaluations should be administered at the end of each school year and the Contractor shall submit an evaluation report based on research from these methods with recommendations for Program modifications and a proposed amended implementation plan. The assessments shall be submitted with ample time to make necessary changes for the following school year, and in time to report to the Regional Water Quality Control Board, County Board of Supervisors, or other entity upon request of the Program Manager.
2. Contractor shall continue with the Super Environmental Defenders trading card assessment mechanism to measure the number of students that have pledged to help keep our environment clean. Cards will be collected and Contractor shall have a Program in place to develop a database of the students that have taken the pledge and provide the County with these numbers on a monthly basis.
3. Contractor shall continue to measure the success of the Program by implementing pre- and post-tests to participating schools and students to gauge the retention rate of the Program among its audience. These surveys will measure the percentage of students demonstrating satisfactory knowledge of environmental issues.

K. Task #4 Public Relations/Media Relations

Contractor shall seek opportunities to promote the Program within the County, with other jurisdictions and agencies, with the general public, and with the media. Press releases, media events, award ceremonies, opportunities for conference presentations, industry publication articles, awards, grants, etc., shall be pursued. Public Works and the Contractor will jointly develop the public relations plan.

L. Task #5 Final Report

Contractor shall develop and submit an annual report to the Program Manager for approval within 30 days after the annual anniversary date of this Contract and at the end of the Contract. The report shall include the following information and any other information the Program Manager may request at the end of this Contract:

- a. A summary of the data collected from day-to-day monitoring of the Program.
- b. Problems encountered in the implementation and operation of the Program.
- c. Recommendations and changes to improve the Program.
- d. A synopsis of information obtained through analysis of evaluation forms and procedures used.

M. Utilities

The County will not provide utilities.

N. Storage Facilities

The County will not provide storage facilities for the Contractor.

O. Responsibilities of Public Works

The County will determine the need for, and provide, job site inspection.

P. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no

cost to the County until such time as the Contractor is in compliance.

SECTION 3

AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award the Contract to the Proposer whose Proposal provides the most beneficial program and price, with all other factors considered. The awardee shall sign and return this Contract, together with copies of the required insurance certification, within 14 days after notification by Public Works of intent to recommend award of this Contract to the Board.

B. Final Contract Award by Board

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interest of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

C. Evaluation of Proposals

All responses to this RFP become the property of the County. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a Contract to one or more of those submitting Proposals. The proposed Contract will be submitted to the Board for consideration and possible approval.

The County may require whatever evidence it deems necessary relative to the Proposer's financial stability. Proposers' financial statements and other portions of the Proposal may be reviewed by the Public Works financial staff in order to assist the evaluators.

The County reserves the sole right to judge the Proposer's written and oral representations. The County may make onsite inspections of Proposer's current jobs.

Public Works may, at its option, invite some or all of the Proposers to make a presentation and participate in an interview before a final selection is made.

D. Evaluation Criteria

The evaluation criteria to be used in the selection process will include, but are not limited to the following considerations:

1. Proposals will first be reviewed on a Pass/Fail basis. Proposals not meeting all of these requirements will be rejected as nonresponsive:
 - a. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal.
 - b. Deleted
 - c. Proposer shows an ability to meet insurance requirements.
 - d. Proposer has met the GAIN/GROW requirements.
 - e. Proposer has submitted to the Child Support Services Department the Principal Owner Information and Child Support Compliance Program Forms.
 - f. Proposer has submitted the Jury Service Program Certification Form and Application for Exception stating that it accepts and will comply with the program requirements or establishing its entitlement to an exception to the program.
 - g. Proposer has signed all appropriate forms.
 - h. Proposer is signed in as attending the Proposers' Conference.

2. Proposals passing the first step will be evaluated based on the following:

a. References (9 points)

Public Works will check at least three of the Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided to other County departments. One or more unfavorable references may result in rejection of the Proposal.

b. Experience (10 points)

The evaluators may award a maximum of 10 points for the quality and quantity of experience of the Proposer and its key personnel and subcontractors in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 1.C.3), and any other relevant information. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

c. Financial Resources (6 points)

Proposer's financial statements will be evaluated on the extent to which the statements demonstrate that the Proposer has financial and business stability ensuring it can perform the work throughout the term of the Contract. The evaluation committee may consult with Public Works financial management staff regarding this evaluation category. Financial statements or annual reports that are incomplete or unaudited (compiled, reviewed, or self-prepared) may be given less weight. A score of zero in this evaluation category may result in rejection of the Proposal.

d. Proposed Work Plan (75 points)

Scoring of the Proposer's detailed Proposed Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to fulfill the tasks and requirements of the scope of work, respond to contingencies and emergencies, render timely and responsive service to Public Works, and effect and demonstrate measurable change in behavior of school children with respect to the goals of the program.

The evaluation committee may make this determination from all relevant information presented, which may include but is not limited to Proposer's Proposed Work Plan (Part I, Section 1.B.4), which is comprised of Proposer's staffing plan, plans for performance of the program tasks, and plans for performance of such additional tasks Proposer may suggest to add value.

The Proposed Work Plan will be evaluated in light of Proposer's price list (Part I, Section 1.B.5) to gauge the Proposer's ability to complete the entire Proposed Work Plan within budget.

Task #1 Presentations and Materials (30 points)

The Proposed Work Plan will be scored on the degree to which it establishes that:

- Presentations and assemblies by Proposer will meet Public Works' waste reduction goals and other objectives;
- Proposed educational materials incorporate State standards;
- Proposed promotional and educational items and technical assistance meet or exceed Public Works standards; and
- Amount budgeted for each activity associated with this task gives good value relative to the probable result.

Task #2 Sponsors (10 points)

The Proposed Work Plan will be scored on the degree to which it demonstrates:

- The Proposer has a practical plan to include corporate sponsorships and partnerships into the program;
- The Proposer will effectively conduct corporate outreach; and
- Amount budgeted for each activity associated with this task gives good value relative to the probable result.

Task #3 Program Assessment (20 points)

The Proposed Work Plan will be scored on the degree to which it demonstrates:

- Proposer's superior ability to plan and conduct program assessment through surveys, focus groups, and a variety of other measures to assess behavioral changes;
- A superior proposed method of assessing the "Super Environmental Defenders"; and
- Amount budgeted for each activity associated with this task gives good value relative to the probable result.

Task #4 Public Relations and Media Relations (10 points)

The Proposed Work Plan will be scored on the extent to which it:

- Shows the Proposer's ability to build an effective media plan that will provide program information for print, television, and radio broadcasts and media relations; and

- Amount budgeted for each activity associated with this task gives good value relative to the probable result.

Task #5 Final Report (5 points)

The Proposed Work Plan will be scored on the extent to which:

- The Proposer's recommendations for the final report are likely to result in highly productive further development of the program; and
- Amount budgeted for each activity associated with this task gives good value relative to the probable result.

Significant unacceptable weakness in any of the Proposed Work Plan subject areas or tasks may result in a low or zero score. A score of zero in this evaluation category is unacceptable and may result in rejection of the Proposal.

SECTION 4

GENERAL INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between the County and Contractor.

Contractor understands and agrees that all persons furnishing services to County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of Contractor and not of County.

Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents (County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4.B of this Part, and to the extent allowed by law, the Contractor agrees to defend, indemnify, and hold harmless the County, its special districts, and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors, or County

attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any CalOSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CalOSHA arising out of the work being performed by the Contractor under this Contract.

D. Insurance

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at Contractor's own expense.

1. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, Attention Ocie Ransfer, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing services under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

- d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insured for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 2. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
 - 3. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
 - 4. Notification of Incidents, Claims, or Suits

Contractor shall report to County's Program Manager:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor

and/or County. Such report shall be made in writing within 24 hours of occurrence.

- b. Any third-party claim or lawsuit filed against the Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.
5. Compensation for County Costs - In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
6. Insurance Coverage Requirements for Subcontractors - Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:
- a. Contractor providing evidence of insurance covering the activities of subcontractor, or
 - b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

E. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million
 Products/Complete Operations Aggregate: \$1 million

Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto."

The above requirements can be met by a combination of primary and excess insurance coverage.

3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other state for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 5

METHOD OF PAYMENT

A. Payments

Payments will be based on the detailed price list proposed by the Contractor (Part I, Section 1.B.5, Price List).

Public Works agrees to make payment to the Contractor within 30 days of the receipt and approval of a properly completed and submitted invoice from the Contractor.

Invoices shall be sent to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division
Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

Contractor shall only submit their invoices to Fiscal Division as noted. Contractor shall not hand over invoices to any other Public Works employee. Public Works reserves the right to return improperly submitted invoices to the Contractor without taking any payment action.

B. Cost-of-Living Adjustments

There will not be any Cost-of-Living Adjustments during the term of this Contract.

C. Limitation on Compensation

In no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

D. Only Contract Program Manager May Order Work

Contractor understands and agrees that only the designated Public Works Representative (Program Manager) is authorized to request or order work under this Contract. Contractor acknowledges that the Program Manager is not authorized to request or order any work that would result in Contractor

earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

E. Contractor's Responsibility to Monitor Expenditures

Contractor shall not perform or accept work requests from the Program Manager or any other Public Works employee that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Program Manager in writing.

PART II

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

GENERAL DEFINITIONS AND TERMS

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

Whenever in the Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

1. Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.
2. Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.
3. Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.
4. Contract Work, Work. performed for the County by a licensed Contractor. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.
5. County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.
6. Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles;

Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

7. District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.
8. Maximum Contract Sum. The aggregate total amount of compensation authorized by the Board.
9. Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).
10. Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.
11. Public Works. County of Los Angeles Department of Public Works.
12. Solicitation Document. Request for Proposals or Request for Quotation.
13. Specifications. The directions, provisions, and requirements contained herein and as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL PROPOSAL REQUIREMENTS AND CONDITIONS

A. Knowledge of Work to be Done

By submitting a Proposal, Proposers will be held (1) to have carefully read the solicitation document and all attachments, (2) to have satisfied themselves as to their ability to meet all of the difficulties attending the execution of the proposed work before the delivery of their Proposal, and (3) agree that if awarded this Contract, no claim will be made against the County based on ignorance or misunderstanding of the solicitation document.

B. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

C. Invalid Proposals

It is the sole responsibility of the Proposer to see that its Proposal is properly received by Public Works before the submission deadline. Proposers shall bear all risks associated with private delivery services or with delays in the U.S. Mail.

Proposals submitted by telegram and those which are not clocked in at Public Works' Headquarters Lobby Cashier before the date and hour set for receipt of the same will not be considered and will be returned to the Proposer unopened.

D. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer shall render their Proposal irregular and may cause its rejection.

E. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 120 days following the last day to accept Proposals.

F. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals not suitable in the judgment of the Board/Director to be in the best interests of the County/Public Works. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than an officer of a corporation or a member of a general co-partnership, must be submitted with a power of attorney authorizing such signature; otherwise, the Proposal will be rejected as irregular and unauthorized.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document contains multi-Proposal requests, no Proposal will be considered unless the Proposer submits a price on all items within each category, though the Proposer may not be required to submit a price on all the categories.

G. Qualification of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out this Contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed Contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these Specifications. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be sufficient cause for rejection of the Proposal.

H. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on the Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be sufficient cause for rejection of the Proposal.

I. Proposer's License Requirements

Proposers shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal will be sufficient cause for rejection of the Proposal.

J. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District, or Director do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

K. Qualifications of Subcontractors

Proposers shall list all subcontractors to be used on the List of Subcontractors form provided. The use of subcontractors shall be according to the provisions of Part II, Section 4, Paragraphs D and G. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

L. Opening of Proposals

Proposals will not be publicly opened.

M. Disqualification of Proposers

More than one Proposal from an individual, firm, or partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer has interest. If there is reason for believing that collusion exists among the Proposers, none of the participants in such collusion will be considered in this or future Proposals.

N. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered,

the unit price and the corrected extension will be considered as representing the Proposer's intentions.

If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions.

If the items are incorrectly totaled, the corrected total will be considered as representing the Proposer's intentions.

O. Disclosure of Contents of Proposals

All Proposals in response to the solicitation document will become the exclusive property of the County. At such time as Public Works recommends the award of this Contract to the Board and that letter appears on the Board's agenda, all Proposals will become a matter of public record and will be regarded as public records, except those parts of each Proposal which are defined by the Proposer as business or trade secrets, and plainly marked as "trade secret." Designation of all or substantial portions of the Proposal as "trade secret" or inappropriate designation of portions of the Proposal as "trade secret" may result in the Proposal being rejected as nonresponsive. The County will not in any way be liable or responsible for the disclosure of any such records, or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law.

P. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of this Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of this Contract.

A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at

(213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

Q. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the County's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
3. The County may declare a Proposer to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform this proposed Contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the highest rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for Public Works'

recommendation. If the Proposer fails to avail itself of the opportunity to rebut Public Works' evidence, the Proposer may be deemed to have waived all rights of appeal.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

R. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding on other County contracts for a specified period of time, not to exceed 3 years, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
2. If there is evidence that the highest rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. If the Proposer fails to avail itself of

the opportunity to submit evidence to the Contractor Hearing Board, the Proposer may be deemed to have waived all rights of appeal.

4. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of Proposer on County contracts.

S. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 3

GENERAL CONTRACT REQUIREMENTS AND CONDITIONS

A. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

B. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

C. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, state, or local authorities for work to be accomplished under this Contract.

D. Quality of Work

The Contractor shall provide the quality of services under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor(s). The Contractor also agrees that services shall be furnished in a professional manner and according to these Specifications.

E. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

F. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

G. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

H. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval according to "Changes and Amendments of Terms" (above), such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

I. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the

expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' job sites.

L. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, state, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

M. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

N. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to the Director's approval.

O. Transportation

Public Works will not provide transportation to and from the job site, nor travel around the limits of the job site.

P. Storage of Material and Equipment

The Contractor shall not store material or equipment at the job site, except as might be specifically outlined in other sections. Public Works will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any job site.

Q. County's Quality Assurance Plan

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

R. County's Policy on Child Support Laws

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post the County's "L. A.'s Most Wanted: Delinquent Parents List" in a prominent position at Contractor's place of business. County will supply Contractor with the poster to be used.

S. Job Site Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

T. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled content paper to the maximum extent possible under this Contract.

U. Contractor Responsibility and Debarment

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that

hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
7. These terms shall also apply to subcontractors of Contractor.

V. Jury Service Program

1. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
2. Written Employee Jury Service Policy
 - a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - b. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or

more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

W. County Lobbyists

Each County lobbyist, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. The Contractor's signature on the Proposal/Contract is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any County lobbyist retained by

Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

SECTION 4

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, state, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' work.

C. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which services are performed.

D. Subcontractors

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

E. Cooperation

The Contractor shall cooperate with Public Works' forces engaged in any other activities at the job site. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

F. Delegation and Assignment

The Contractor may not delegate its duties and/or assign or transfer its rights hereunder, either in whole or in part, without the prior written consent of the Board.

G. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

H. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

I. Child Support Compliance Program

As required by the County's Child Support Compliance Program (County Code Chapter 2.200), Contractor shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedures, Section 706.031 and Family Code, Section 5246(b).

J. Prohibition Against Use of Child Labor

The Contractor shall:

1. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
2. Upon request by County, provide the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County; and,
3. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
4. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
5. Failure by Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

K. Consideration of Hiring GAIN Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by category to the Contractor.

L. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

M. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

N. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meets the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

SECTION 5

TERMINATION OF CONTRACT

A. Unsatisfactory Service

Public Works reserves the right to cancel these services, upon giving 14 days' written notice, if the services are deemed unsatisfactory in the opinion of the Director.

B. Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

1. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
2. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
3. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

C. Termination for Noncompliance with Child Support Requirements

Contractor shall maintain compliance with requirements of County's Child Support Compliance Program as certified in the Contractor's Child Support Compliance Program Certification and as set forth in this Contract. Failure of the Contractor to maintain compliance with these requirements will constitute a default under this Contract. Failure to cure such a default within 90 days of notice by the County shall be grounds upon

which the County may give notice of termination and terminate this Contract.

D. Termination Claim

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.

Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of services not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

PART III
STANDARD TERMS AND CONDITIONS
LOS ANGELES COUNTY SERVICES CONTRACTS

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

B. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.

If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

C. Assignment

This Contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may only be assigned upon the written consent of the Director and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this Contract, in consequence of each consent, shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.

D. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

E. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

G. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

H. Termination for Improper Consideration

County may, by written notice to Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 554-6861. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment or tangible gifts.

I. Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to

the other party.

J. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

K. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

L. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

M. Default for Insolvency

1. The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:
 - a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
 - b. The filing of a voluntary petition to have the Contractor declared bankrupt.
 - c. The appointment of a Receiver or Trustee for the Contractor.

- d. The execution by the Contractor of an assignment for the benefits of creditors.
- 2. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

N. Default

- 1. The County may, subject to the provisions of Paragraph 3 below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.
- 2. In the event the County terminates this Contract in whole or in part as provided in Paragraph "a" above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- 3. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor.

Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the

Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

4. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience of the County clause above (see Part II, Section 5).
5. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean persons, companies, corporations, or other organizations furnishing supplies, services of any nature, equipment, or materials to Contractor, at any tier, under oral or written agreement.

O. Disclosure of Information

The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

1. The Contractor shall develop all publicity material in a professional manner.
2. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may

be assured in the event no adverse comments are received in writing within two weeks after submittal.

3. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

P. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Assistant Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

2. In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

Q. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in the Attachments to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

R. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

TABLE OF FORMS

PW-1	DECLARATION FOR PROPOSAL
PW-2	PROPOSAL
PW-3	CONFLICT OF INTEREST CERTIFICATION
PW-4	PROPOSER'S REFERENCE LIST
PW-5	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-6	LIST OF SUBCONTRACTORS
PW-7	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-8	GAIN/GROW EMPLOYMENT COMMITMENT
PW-9	PRINCIPAL OWNER INFORMATION FORM (SUBMIT DIRECTLY TO CHILD SUPPORT SERVICES DEPARTMENT)
PW-10	CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION
PW-11	COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

ATTACHMENTS

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

INTERNAL REVENUE SERVICE NOTICE 1015 (EARNED INCOME CREDIT)

COUNTY OF LOS ANGELES VISION STATEMENT

DEBARRED VENDORS REPORT

SAFELY SURRENDERED BABY LAW FACT SHEET

HEADLINE PROGRAM PERFORMANCE MEASURES

ENCLOSURE B

Award Information has not been added at this time.

Bid Information

Bid Number : PW-ASD 207
Bid Title : ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM
Bid Type : Service
Department : Public Works
Commodity : EDUCATIONAL RESEARCH SERVICES
Open Date : 8/28/2003
Closing Date : 9/29/2003 5:30 PM
Bid Amount : \$ 1,000,000
Bid Download : Not Available
Bid Description : NOTICE IS HEREBY GIVEN that sealed proposals will be received by the County of Los Angeles Department of Public Works up to 5:30 p.m., Monday September 29, 2003, for the "Elementary School Environmental Education Program." The annual cost of this service is \$1,000,000.

A Proposer's Conference will be held on Monday, September 15, 2003, at 10 a.m., at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. ALL INTERESTED PROPOSERS MUST ATTEND THIS CONFERENCE. Proposals received from proposers not attending this conference will be rejected as nonresponsive. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA).

Upon request, we can provide contract information in alternate formats or make other accommodations for people with disabilities. To request accommodations ONLY, or for more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, from 7 a.m. to 5:30 p.m.

A copy of the specifications, terms, conditions, requirements, and proposal submittal forms may be obtained at no charge, Monday through Thursday, 7 a.m. to 5:30 p.m., from Public Works' Lobby Cashier at the above address, or by calling Ms. Marcia Lucero at (626) 458-4044 (se habla Español) to have it mailed.

Contact Name : Marcia Lucero
Contact Phone# : (626) 458-4044
Contact Email : mlucero@ladpw.org
Last Changed On : 9/4/2003 9:25:45 AM

[Back to Last Window](#)

[Back to Award Main](#)

County of Los Angeles

Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: ROGERS & ASSOCIATES	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

- I. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 75						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			1	4	1	3
Hispanic/Latino			3	6		3
Asian or Pacific Islander			1	3		2
American Indian						
Filipino						
White	2	1	10	28	3	4


- III **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	85.3 %
Women	%	%	%	%	%	14.7 %

- IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

- V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: PRESIDENT	Date: 09/16/03
--	---------------------	-------------------

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

...proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <u>Safe Moves</u>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>11</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Associates		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino				1	2	2
Asian or Pacific Islander						
American Indian						
Filipino				1	4	1
White						


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: President/Exec. Director	Date: 9/26/03
--	------------------------------------	------------------



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

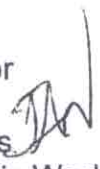
JAMES A. NOYES, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 28, 2004

IN REPLY PLEASE
REFER TO FILE: AS-0

TO: Each Supervisor
FROM: James A. Noyes 
Director of Public Works

ELEMENTARY SCHOOL EDUCATION PROGRAM BOARD MOTION OF JANUARY 20, 2004, SYNOPSIS 40

At the Board meeting of January 20, 2004, it was our recommendation to award a contract for an Elementary School Environmental Education Program to Rogers & Associates. Safe Moves, one of the other three proposers, protested the award of the contract, and your Board continued the item for two weeks to allow us to review their concerns and report back. Also, there was confusion as to whether or not the County had written service contract protest procedures.

A January 26, 2004, e-mail from the Interim Director of Internal Services Department to Board deputies, indicated that the Internal Services Department is currently working with Public Works and other County departments to develop a Countywide policy. However, Public Works has an established practice of handling service contract protests in which we first notify all firms whose proposals are not accepted, along with the anticipated date that our contract award recommendation will appear on the Board's agenda. This notification invites the vendor to contact us if they want additional information on our selection. If they call, we offer to meet for a debriefing on our evaluation of their proposal. From the debriefing, we will respond to their concerns in a timely manner. Our responses can range from a decision to resolicit or to move forward with our recommendation. However, those firms who are still not satisfied with our response have the right to present their issues before the Board for consideration, as was done by Safe Moves.

On December 23, 2003, we notified Safe Moves regarding our contractor selection for this Program. On January 14, 2004, we met with Ms. Pat Hines, Executive Director of Safe Moves, to discuss our evaluation of her firm's proposal. At the meeting, Ms. Hines outlined her issues which she reiterated in her January 15, 2004, letter to Supervisor Molina. Our response to Ms. Hines is reflected in the attached letter, which we have faxed and mailed to her. Our conclusion is that her concerns do not merit a change in our contract award recommendation.

Each Supervisor
January 28, 2004
Page 2

If you have any questions, please contact Donald L. Wolfe, Chief Deputy Director, at (626) 458-4002.

MH:dh

P:\aspub\CONTRACT\TONY\school-1\2003 ELEMENTARY SCHOOL\SAFEMOVES.doc

Attach.

cc: Chief Administrative Office
Executive Office



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 28, 2004

Ms. Pat Hines
Executive Director
Safe Moves
15500 Erwin Street, Unit 1121
Van Nuys, CA 91411

IN REPLY PLEASE
REFER TO FILE: **PR-4**

Dear Ms. Hines:

COUNTY OF LOS ANGELES ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM

We are writing in response to your appeal to the proposed award of the Elementary School Environmental Education Program made to the County of Los Angeles Board of Supervisors at their January 20, 2004, Board meeting. Your concerns with the process used by Public Works in making our recommendation of award to the Board were stated in your January 15, 2004, letter to Supervisor Molina and verbalized to the Board. You also inquired about the appeal process.

Currently, the process for appealing the proposed award of a service contract is for the proposer to contact us when notified of the results of the review process and ask for a debriefing. At that time, any concerns may be raised for our consideration. If issues of merit are raised by a proposer, we will reevaluate the proposals or take other appropriate measures to correct deficiencies.

Safe Moves did ask for and received a debriefing on January 14, 2004. We were made aware of your concerns through that debriefing and your January 15 letter. We considered the points you raised and determined that the evaluation was consistent with the content of the Request for Proposals (RFP) and with our policy and procedures. Therefore, we recommended to the Board that they award the contract to the highest rated proposer.

You have appealed our decision to the Board and they have asked us to review your concerns and report back to them. The following information is provided in response to each of the issues you raised.

On August 28, 2003, Public Works issued an RFP for educational outreach to the children in the County to effect waste reduction and pollution prevention in compliance with AB 939 and the National Pollutant Discharge Elimination System (NPDES) Permit mandates. The RFP specified a budget of \$1 million per year and indicated that proposals would be evaluated on the extent to which the "amount budgeted for each activity associated with this task gives good value relative to the probable result." The goal was to get creative and cost-effective proposals that would capitalize on the program's "brand recognition" while offering increased educational effectiveness or other improvements.

We received four proposals. The proposals were scored by a panel of five raters; three from our Public Relations Group, one from our Waterworks and Sewer Maintenance Division, and a curriculum specialist from the California Integrated Waste Management Board. Scores were consistent among raters.

The following are responses to issues raised in the second paragraph of your letter where you noted certain irregularities.

1. An obvious reluctance on the part of the Department of Public Works to show us the original proposal.

The letter notifying you that you would not be awarded the contract stated you had the right to meet with Public Works staff to discuss the evaluation. Subsequently, at the meeting on January 14, 2004, staff provided you a copy of the proposal submitted by Rogers & Associates which you requested.

2. A significantly longer in-person interview session allowed to Rogers & Associates.

All four proposers were given approximately 20 minutes for their presentation. All proposers were informed of the ground rules and reason for presentations. Safe Moves brought six people when the other proposers brought only three as specified in the ground rules.

3. Inordinately long waiting period (three months) between the oral presentations and the award.

Three months is a typical period of time between oral presentations and contract award, particularly when it falls during the holiday season and there are raters from outside the Department whose scores must be collected and tabulated.

4. Inconsistencies in the description by the Department of Public Works of the project at the bidding conference.

We are not aware of any inconsistencies and have not been asked for clarification of any specific issues from the bidder's conference.

Response to other issues raised in your letter:

- The third paragraph states that Public Works staff was skeptical of your answer about how you can reach so many students. Based on their experience providing a number of environmental education programs through a variety of contractors, staff felt that your answer did not provide enough information to demonstrate that the method of contacting schools would be successful. Schools have limited time for assembly programs. Teachers are busy meeting State standards and improving students' test scores. Competition for teachers' and students' time is fierce. Additionally, your proposal and

presentation made no mention of State teaching standards which are critical in getting teachers to use the program.

- Paragraph four states that "Ms. Montanez let it slip that Public Works had already decided on Rogers & Associates before the oral presentations were conducted." According to Ms. Montanez, she did not state at any time that the Department had already decided. She stated that Rogers & Associates had the highest score going into the oral presentations and that the purpose of the presentations was for the vendors to expand on their proposals and allow the raters to ask questions. This information was also given at the bidder's conference and at the oral presentations.
- The letter states that Safe Moves was not selected because they didn't use the Environmental Defenders characters in their proposal. As stated in the RFP: "To continue to leverage the brand equity of the Program over the past years, Contractor shall use the Environmental Defenders animated characters...." Repetition and reinforcement are key to successful education. Safe Moves submitted new characters including a villain which was not in keeping with the theme of personal responsibility which is key to the program. All raters scored the negative villain very low. The Safe Moves proposal did not demonstrate an understanding of how continuing a successful message is more effective than delivering a new message. Being able to reach more children is not beneficial if the wrong message is delivered.
- There were letters of recommendation included in the proposal, many of which were eight to ten years old. The client references that were called as part of the scoring process were not as complimentary.
- The fifth paragraph refers to Public Works opinion that Rogers & Associates had "superior environmental experience and knowledge." Ms. Montanez made that statement based on the fact that Rogers & Associates has delivered environmental education programs since 1997, while Safe Moves proposal lists only bicycle and pedestrian traffic safety programs (pp 3 – 6).
- Paragraph six states that the Rogers proposal does not mention EarthJam. EarthJam is discussed on pages 17 and 18 of the proposal submitted by Rogers & Associates.
- And finally paragraph seven discusses the budget. Again, our emphasis is on the quality of the educational experience rather than the quantity alone. Our mandates require that we demonstrate behavior change and reduce the amount of waste going to landfills. Once we have met the minimum quantity requirements of the NPDES permit, the quality of the educational experience and its ability to change the way children behave become the primary concern.

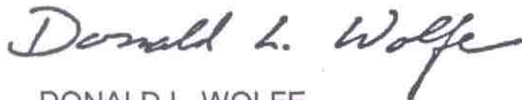
Overall, the lack of discussion about State teaching standards, not building on our existing program, lack of effective assessment tools, and a general sense that Safe Moves did not demonstrate an understanding of our program goals or the ability to achieve them are the reasons Safe Moves did not score as high as other proposers.

Ms. Pat Hines
January 28, 2004
Page 4

We thank you for your interest in the Elementary School Environmental Education contract and hope that this letter has answered your questions. If you have any further questions, please contact Melinda Barrett, Head of our Environmental Education Program, at (626) 458-5975, Monday through Thursday, between the hours of 7:30 a.m. and 5 p.m.

Very truly yours,

JAMES A. NOYES
Director of Public Works



DONALD L. WOLFE
Chief Deputy Director

MB
P:\leppub\Pub_Ed\Env Def\new contract 2003\Response to Safe Moves.doc

cc: Supervisor Gloria Molina (Sutkin)
Supervisor Yvonne Brathwaite Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich
Chief Administrative Office
Executive Office



MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

Violet Varona-Lukens, Executive Officer
Clerk of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Director of Public Works

At its meeting held January 20, 2004, the Board took the following action:

40

The following item was called up for consideration:

The Director of Public Works' recommendation to award and instruct the Director to sign contract with Rogers and Associates for the Elementary School Environmental Education Program, to provide educational outreach to elementary school children in the County (All Districts) to achieve reductions in landfill waste and reduce pollutants in waterways; and authorize the Director to encumber an amount not to exceed \$1,050,000 annually for the term of the contract, financed by 2003-04 Solid Waste funds in amount of \$800,000, Flood Control District funds in amount of \$200,000, and up to \$50,000 from contributions specifically designated for this program from non-County sources, effective upon Board approval for three years, with two one-year renewal options; and authorize the Director to renew the contract for the two one-year renewal options.

Jim Noyes, Director of Public Works, Nancy Akers and Tharon Garber representing Safe Moves addressed the Board.

After discussion, on motion of Supervisor Molina, seconded by Supervisor Knabe, unanimously carried, the Board took the following actions:

1. Continued the Director of Public Works' aforementioned recommendation two weeks to February 3, 2004; and
2. Instructed the Director of Public Works to report back to the Board on the comments made by Nancy Akers and Tharon Garber.

4012004-40

Copies distributed:
Each Supervisor
Chief Administrative Officer
County Counsel



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
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www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 28, 2004

Ms. Pat Hines
Executive Director
Safe Moves
15500 Erwin Street, Unit 1121
Van Nuys, CA 91411

IN REPLY PLEASE
REFER TO FILE: **PR-4**

Dear Ms. Hines:

COUNTY OF LOS ANGELES ELEMENTARY SCHOOL ENVIRONMENTAL EDUCATION PROGRAM

We are writing in response to your appeal to the proposed award of the Elementary School Environmental Education Program made to the County of Los Angeles Board of Supervisors at their January 20, 2004, Board meeting. Your concerns with the process used by Public Works in making our recommendation of award to the Board were stated in your January 15, 2004, letter to Supervisor Molina and verbalized to the Board. You also inquired about the appeal process.

Currently, the process for appealing the proposed award of a service contract is for the proposer to contact us when notified of the results of the review process and ask for a debriefing. At that time, any concerns may be raised for our consideration. If issues of merit are raised by a proposer, we will reevaluate the proposals or take other appropriate measures to correct deficiencies.

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You have appealed our decision to the Board and they have asked us to review your concerns and report back to them. The following information is provided in response to each of the issues you raised.

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We received four proposals. The proposals were scored by a panel of five raters; three from our Public Relations Group, one from our Waterworks and Sewer Maintenance Division, and a curriculum specialist from the California Integrated Waste Management Board. Scores were consistent among raters.

The following are responses to issues raised in the second paragraph of your letter where you noted certain irregularities.

1. An obvious reluctance on the part of the Department of Public Works to show us the original proposal.

The letter notifying you that you would not be awarded the contract stated you had the right to meet with Public Works staff to discuss the evaluation. Subsequently, at the meeting on January 14, 2004, staff provided you a copy of the proposal submitted by Rogers & Associates which you requested.

2. A significantly longer in-person interview session allowed to Rogers & Associates.

All four proposers were given approximately 20 minutes for their presentation. All proposers were informed of the ground rules and reason for presentations. Safe Moves brought six people when the other proposers brought only three as specified in the ground rules.

3. Inordinately long waiting period (three months) between the oral presentations and the award.

Three months is a typical period of time between oral presentations and contract award, particularly when it falls during the holiday season and there are raters from outside the Department whose scores must be collected and tabulated.

4. Inconsistencies in the description by the Department of Public Works of the project at the bidding conference.

We are not aware of any inconsistencies and have not been asked for clarification of any specific issues from the bidder's conference.

Response to other issues raised in your letter:

- The third paragraph states that Public Works staff was skeptical of your answer about how you can reach so many students. Based on their experience providing a number of environmental education programs through a variety of contractors, staff felt that your answer did not provide enough information to demonstrate that the method of contacting schools would be successful. Schools have limited time for assembly programs. Teachers are busy meeting State standards and improving students' test scores. Competition for teachers' and students' time is fierce. Additionally, your proposal and

presentation made no mention of State teaching standards which are critical in getting teachers to use the program.

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- There were letters of recommendation included in the proposal, many of which were eight to ten years old. The client references that were called as part of the scoring process were not as complimentary.
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Overall, the lack of discussion about State teaching standards, not building on our existing program, lack of effective assessment tools, and a general sense that Safe Moves did not demonstrate an understanding of our program goals or the ability to achieve them are the reasons Safe Moves did not score as high as other proposers.

Ms. Pat Hines
January 28, 2004
Page 4

We thank you for your interest in the Elementary School Environmental Education contract and hope that this letter has answered your questions. If you have any further questions, please contact Melinda Barrett, Head of our Environmental Education Program, at (626) 458-5975, Monday through Thursday, between the hours of 7:30 a.m. and 5 p.m.

Very truly yours,

JAMES A. NOYES
Director of Public Works



DONALD L. WOLFE
Chief Deputy Director

MB

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cc: Supervisor Gloria Molina (Sutkin)
Supervisor Yvonne Brathwaite Burke
Supervisor Zev Yaroslavsky
Supervisor Don Knabe
Supervisor Michael D. Antonovich
Chief Administrative Office
Executive Office



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"Enriching Lives"

JAMES A. NOYES, Director

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 9, 2004

IN REPLY PLEASE

REFER TO FILE: **AS-0**

TO: Each Supervisor

FROM: James A. Noyes
Director of Public Works

ELEMENTARY SCHOOL EDUCATION PROGRAM FEBRUARY 10, 2004, AGENDA ITEM 23

On February 1, 2004, Public Works staff met with Safe Moves for the second time to discuss concerns about the award of the Elementary School Environmental Education contract. At the February 2, 2004, Board meeting, Pat Hines, Director of Safe Moves, requested time to review additional information, and it was our recommendation to continue the item one week to allow her to do so. On Wednesday, February 3, Safe Moves was provided with: 1) an audio tape of the proposers' conference, 2) copies of references we contacted, and 3) a copy of the proposal submitted by Rogers & Associates minus their confidential financial information.

We received additional comments and concerns from Ms. Hines today. Staff has investigated her concerns, and we find no substantive issues that would change our recommendation to your Board. At this time, we request that your Board approve award of the Elementary School Environmental Education contract to Rogers & Associates.

If you have questions, please contact me or your staff may contact Donald L. Wolfe, Chief Deputy Director, at (626) 458-4002.

MB

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cc: Chief Administrative Office
Executive Office
County Counsel (Weiss)